



Staff Report

October 10, 2017

TO: Honorable Mayor and Members of the Town Council
FROM: Sean Rabé, Town Manager
DATE: October 3, 2017
RE: First Contract Amendment Dudek

Recommendation

Staff recommends the Town Council adopt the resolution amending the September 11, 2014 Contract and authorize the Town Manager to enter into a first contract amendment with Dudek for Environmental Impact Report work associated with the Village at Loomis project. This contract amendment will bring Dudek's total allowable compensation under the contract to \$250,992.50.

Issue Statement and Discussion

The Town of Loomis entered into a professional services agreement with Dudek in September 2014, for the preparation of the Environmental Impact Report (EIR) for the Village at Loomis project. The original contract (Attachment C) was for a not-to-exceed amount of \$162,120. It appears the Town and Dudek never formally amended the original contract during the EIR process; thus, this proposed contract amendment will, in effect, "catch up" the allowable compensation in the original contract, bringing the total allowable contract amount to \$250,992.50.

During the preparation of the Final EIR, Dudek determined an additional \$17,565 (above and beyond what had previously been verbally authorized) was required to finalize the document. Senior Project Manager Katherine Waugh submitted the out of scope contract augmentation request to the Town on July 20 (Attachment B). While Town Staff agreed that additional compensation to Dudek was warranted, Staff believed the additional compensation due should be more around \$12,995. Dudek has agreed to that decreased amount.

Because of the nature of this most recent out of scope work (a modification to the Town's circulation element while the EIR was underway), Staff believes the cost associated with the amendment should be roughly split between the project applicant and the Town, with Dudek receiving less than originally sought. Thus, the project applicant has agreed to pay \$6,695 of the \$12,995, with the Town paying \$6,300. It is appropriate for the Town to pay this portion of the amendment because the additional cost was due to the circulation element modification that the project applicant and Dudek did not anticipate.

It should be noted that the applicant has paid for the entirety of the EIR, except for Staff's proposed split of the most recent out of scope work (\$6,300 to be paid by the Town).

Staff is prepared to answer any questions you may have.

CEQA Requirements

There are no CEQA implications associated with the recommended action.

Financial and/or Policy Implications

The out of scope costs of \$12,995 would be paid partially by the applicant (\$6,695) and partially by the Town (\$6,300). The Town has adequate budget in the planning department to cover the additional expense.

Attachments

- A. Resolution
- B. First Contract Amendment
- C. Dudek Out of Scope Work Memo Dated July 20, 2017
- D. Original Contract

TOWN OF LOOMIS

RESOLUTION NO. 17-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS AMENDING THE SEPTEMBER 11, 2014 CONTRACT FOR SERVICES BETWEEN THE TOWN OF LOOMIS AND DUDEK

WHEREAS, the Town and Dudek entered into the September 11, 2014 Contract for Services ("Contract"), to retain Dudek to prepare an Environmental Impact Report for the Village at Loomis project; and

WHEREAS, the Town and Dudek now desire to approve an amendment to the Contract to increase the total allowable compensation under the Contract to \$250,992.50; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the September 11, 2014 Contract with Dudek be amended as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$162,120.00 with the figure \$250,992.50.
- II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment No. 1 shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment No. 1 and the Contract, the terms of this Amendment shall control.

PASSED AND ADOPTED by the Town Council of the Town of Loomis this 10th day of October, 2017 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Mayor

ATTEST:

Town Clerk

**Amendment No. 1
to the Contract for Services
between the Town of Loomis and Dudek
Dated September 11, 2014**

This Amendment No. 1 to the Contract for Services between the **Town of Loomis** ("Town") and Dudek ("Dudek") which was entered into on September 11, 2014, is made and entered into this 11th day of October, 2017 (the "Effective Date").

RECITALS

WHEREAS, the Town and Dudek entered into the September 11, 2014 Contract for Services ("Contract"), to retain Dudek to prepare an environmental impact report (EIR) for the Village at Loomis project; and

WHEREAS, the Town and Dudek now desire to approve an amendment to the Contract to increase the total allowable compensation under the Contract to \$250,992.50.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said Contract as follows:

I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$162,120.00 with the figure \$250,992.50.

II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment No. 1 shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment No. 1 and the Contract, the terms of this Amendment shall control.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 as of the Effective Date.

Town of Loomis

By: _____
_____, Mayor

Approved as to form:

By: _____
Jeffrey Mitchell, Town Attorney

Attest:

By: _____
Charleen Strock, Town Clerk

Dudek

By: _____

MEMORANDUM

To: Sean Rabé, Town Manager
From: Katherine Waugh
Subject: Village at Loomis Final EIR Out of Scope work
Date: July 20, 2017
Attachment(s): Dudek April 25 Scope of Work, Laura Harris April 20 and May 2 emails

This memo documents the initial Town direction for revising the Final EIR, the current direction regarding the Final EIR, additional changes in the project since preparation of the Screencheck Final EIR, and the tasks that Dudek is completing in response to the current direction and the recent changes. These tasks require efforts beyond those anticipated in our approved scope of work, as documented below and in the Out of Scope Cost Estimate included at the end of this memo. The attachments to the memo provide support for Dudek's understanding of the initial Town direction regarding incorporating the project modifications in the EIR.

Initial Town Direction

The Dudek scope of work for the Final EIR submitted to the Town Engineer on 4/14 and updated on 4/25 stated that the Final EIR would be prepared by revising the EIR Project Description and all impact analyses to reflect the "applicant's preferred alternative" (which is now referred to as the Modified Transportation Alternative). This scope was prepared to document the direction provided by the Town Attorney to modify the EIR analysis to address the revised project, as discussed during a telephone conversation between the Town Attorney, Dudek's project manager, and the applicant's CEQA attorney, Laura Harris. This discussion and the resulting direction were documented in the attached email from Ms. Harris on April 20.

In addition, the approach to the Final EIR described in the Dudek scope of work was discussed at two of the project's "all hands meetings" and was stated in an email to the Town Engineer on 5/8. Further, this understanding is reflected in materials provided to Dudek, including the revised EIR chapters provided by Todd Lowell on April 30, the memo from KDA & Associates documenting the change in trip generation associated with the project revisions, and the attached email dated May 2 responding to questions posed by Dudek (particularly item 6 in the email which was sent to me by Ms. Harris but also received by the Town Attorney). Dudek completed the Screencheck Final EIR based on this direction by revising each impact analysis in the EIR to

reflect the impacts of what is now referred to as the Modified Transportation Alternative – in other words, presenting that version of the project as the proposed project.

Current Town Direction

During a conversation between me, the Town Engineer, and the Town Attorney regarding staff comments on the transportation chapter of the Screencheck Final EIR, the Town Attorney provided the direction that the EIR should be revised such that each impact analysis retains the analysis of the originally proposed project, includes a brief statement regarding whether/how the removal of 8 dwelling units from the project design pursuant to U.S. Army Corps of Engineers permitting requirements would alter the impact conclusions, and provides a separate analysis of the impacts that would occur under the Modified Transportation Alternative. This change in the EIR requires substantial revisions in each chapter of the Final EIR (the project description, each of the 70 impact analyses, the alternatives chapter, the CEQA considerations chapter, and many of the Master Responses and Responses to Comments). Dudek requests authorization for an additional \$11,630 to cover these additional EIR edits.

Additional Project Changes

In addition to the change in approach to analyzing the Modified Transportation Alternative, minor changes have been made to the project description (applicable to both the originally proposed project and the Modified Transportation Alternative) that require further revisions in the EIR. The main change is in the number of dwelling units. The List of Numbers provided to Dudek at the time our April 25 Scope of Work was authorized indicated there would be 120 dwelling units in the high-density portion of the plan area. This has been revised to 117 units, which requires changes to many sections of the EIR (particularly all references to total dwelling units, total population, student generation, and park acreage requirements).

Further, as the Town Planner and applicant have worked through the processing requirements for the project, several modifications to project entitlements, project support documents, and project description elements (such as the names and organization of the Plan Areas) have been made. Dudek requests authorization for an additional \$2,155 to cover the necessary updates to various discussions and figures throughout the EIR.

Project Hearings and Meetings

Dudek's 4/25 Scope of Work for the Final EIR included Dudek's attendance at two public hearings lasting 4 hours each, with additional time to prepare a presentation. Given that the Town plans to schedule a joint workshop with the Town Council and Planning Commission, and separate hearings with each body, additional budget for hearings will be needed. Dudek requests

authorization for an additional \$2,030 to cover the Saturday workshop as well as the potential for needing to attend more than one Planning Commission and Town Council meetings.

Dudek's scope of work for the final EIR did not include any project team meetings, phone calls, or project management. Dudek has attended three meetings and participated in two phone calls with Town staff and project applicant team members. Dudek requests authorization for an additional \$1,750 for meetings, phone calls, and email correspondence.

Cost Estimate

The table below identifies the tasks that Dudek is completing to revise the Final EIR consistent with the current Town direction and the level of effort and costs associated with these tasks, including attendance at project meetings and hearings. Dudek requests a contract amendment authorizing the additional budget necessary to cover these out of scope costs.

Village at Loomis Final EIR Out of Scope Tasks

Village at Loomis Out of Scope Final EIR Revisions Cost Estimate

Task	Hours @ \$175	Hours @ \$120	Hours @ \$95	Hours @ \$70	Total Cost
Revise chapters 1 through 6 to reflect modified proposed project and modified transportation alternative (project description, 70 impacts, alternatives, CEQA considerations)	20			40	\$6,300
Reformat chapters 1 through 6			16		\$1,520
Revise Master Responses and Responses to Comments to reflect modified proposed project and modified transportation alternative	8		10	10	\$3,050
Reformat Master Responses and Responses to Comments			8		\$ 760
Text revisions for changes in dwelling units	2			5	\$ 700
Text and figure revisions for modifications in entitlements, mapping, project description elements	3	6		3	\$1,455
Public Hearings	10			4	\$2,030
Meetings and Project Management	10				\$1,750
TOTAL Hours	53	6	34	62	
TOTAL Costs	\$9,275	\$720	\$3,230	\$4,340	\$17,565

Village at Loomis Final EIR Status and Scope 4/14/17

Information needs:

1. List of Numbers – assume this will include all info noted in Final EIR Edits item 1a
 - a. Any changes to stormwater runoff, basin and culvert sizing?
 - b. Does project still require a LOMR?
2. Will there be any changes to vehicular circulation (was mentioned in the context of the two commercial properties)?
3. Provide Dudek with new tentative map and illustrative site plan. To control costs, Dudek should only be provided these materials once Town has accepted them as accurate, complete, and final.
4. In the Final EIR, Master Response 6 includes a detailed discussion of both the proposed project and the transportation alternative. At the end of the MR, there are two paragraphs that were deleted as part of the last round of edits (submitted by Dudek end of November 2016, comments from Town and applicant provided mid-December 2016). There is a comment from Town attorney on the 2nd deleted paragraph requesting a detailed analysis of the Transportation Alternative but the comment is not clear what additional discussion needs to be provided. **Please re-review MR 6 and let Dudek know what, if any, specific information is missing. *It's possible this was an old comment, but the comment bubble shows the Dec 2016 date.***
5. Applicant comments on last submittal of FEIR include summary of a Salix 7/16/14 memo, including new MM language, and referencing the memo as an appendix to the EIR. Dudek was not previously provided a copy of this memo. Please provide the memo to Dudek.
6. MR 11 discusses park impacts and impact fees. The comments between Town and applicant indicate DA discussions will inform this MR. Dudek needs direction on how to finalize this response and responses to County comments.
7. Applicant commented in response to comment 11-28 that *"After discussing this further, the applicant has determined to add solar as a mitigation measure for the single-family homes. This would mean a system producing up to 1.5kW. Please update the FEIR to reflect this."* Please confirm that this means that each single-family home would have a 1.5 kW rooftop solar system.
8. Comments from Town on response to comment 21-4 in the last draft of the FEIR suggest that applicant would be revising plans to eliminate landscaping/tree planting from one side of streets to accommodate on-street parking. Please confirm and provide updated landscaping/tree planting plan.
9. In reference to comment 30-1, where is the Town's Mission Statement defined? I don't see it in the General Plan or on the website, other than in meeting agendas.
10. What mechanism would be used to ensure that second-story windows do not face existing single-story homes? If no mechanism is proposed, this can be added as a mitigation measure.
11. Data from the Town regarding current acreage of passive parks and of open space (this was requested previously but no response has been provided).
12. Information or a summary of any provisions from the DA that would help address public services – such as funding for law enforcement and fire protection (see RTC 66-66)

Final EIR Edits to Capture Project Changes

13. Update Project Description –

- a. update Draft EIR chapter to reflect project changes: reduction in dwelling units, use of PD zoning rather than individual zone districts, **any circulation changes?**, changes in acreage of open space/zoning/land use designations and amount of impact to oak woodland and wetlands, changes in earthwork quantities
- b. update figures (**which ones? Dudek needs to see new tentative map and illustrative site plan to determine**)
- c. note this update in Final EIR chapter 1 AND note that Draft EIR technical studies and impact analyses have not been updated
- d. Update FEIR Table 1-1 Summary of Draft EIR Text Changes
- e. Also in FEIR Chapter 1 and 2 (Master Responses) state that PD changes would not increase the severity of impacts identified in the DEIR or create any new impacts.
- f. Update Master Responses as appropriate
 - i. MR 2 discusses wetland impacts by acreage
 - ii. MR 3 discusses the fact that the project proposes new zoning designations that would be applied only within the project site. Would be cleanest to omit this entire response but that would require a time-consuming effort of updating all references throughout the individual RTCs to the MRs (since the numbering of subsequent MRs would change). Instead we can rewrite this MR to discuss use of the PD zone for this site.
 - iii. MR 4 discusses alley loaded units. Numbers need to be updated
 - iv. MR 5 discusses parking. Numbers need to be updated. Also, MR stated that commercial parking could be used for “overflow” parking for the residential component but Town comments ask what assurance is there that commercial property owners will allow this. **Can any assurances be provided or should this be deleted?**
- g. Update individual RTCs affected by the PD changes, including but not limited to responses to:
 - i. Comments 2-2, 5-1, 10-11, 11-26, 11-32, and 13-4, 31-8 re proposed acres of open space and parks and proposed number of dwelling units
 - ii. Comments 15-6, 15-8, 15-13, 15-14, 18-11, 28-14, 28-15, 37-8, 58-1, 58-3, 63-2, 66-23, 73-116 re land use and zoning designations,
 - iii. Comments 2-10 re stormwater,
 - iv. Comment 66-39 re floodplain
 - v. comments 10-3, 11-10, 21-7, 28-7, 31-2, and 66-7 re wetland impacts,
 - vi. comment 11-9, 11-24, 13-8, 28-16, 37-8, 66-56, 72-13 if parking standards have changed;
 - vii. comments 3-4, 11-10, 11-32, 28-18, 28-19, 36-2, 37-7, 43-5, 53-4, 63-1, 63-5, 66-62 re parks,
 - viii. comments 66-3 and 66-37 re jobs/housing balance
- h. **Consider if changes to DEIR should be made: [THESE WOULD REQUIRE ADDITIONAL BUDGET]**

- i. Draft EIR section 4.1 Land Use (discusses zoning, includes figures of each district)
 - ii. Draft EIR section 4.3 Bio (loss of and mitigation for oak woodland, wetlands, riparian)
 - iii. Draft EIR section 4.11 Hydro (changes in stormwater, floodplain effects)
 - iv. Draft EIR chapter 4.12 public svcs - parks
14. Review MMs for any that may be affected by PD changes
 15. Update MR 2 re stream/floodplain setbacks; also per applicant comments, including adding new MM language per 7/14/16 Salix memo; update DEIR bio chapter MMs to be consistent; update DEIR executive summary to be consistent
 16. Confirm the increase in traffic on one I80 segment under the Transportation Alternative; applicant deleted this language from MR 2, MR 6 and throughout the RTCs; town later commented that this can be deleted. Need to clarify. This may warrant edits to the DEIR text as well
 17. Review MR 9 re school impacts – comments include lots of back and forth between town and applicant and references to what was stated or deleted in prior submittals
 18. Update MR 10 and several tree-related individual RTCs to address in-lieu fee payment per the change to MM 4.3f made by the Town; also add discussion to the MR why tree loss numbers have been adjusted
 19. Update MR 12 and any relevant RTCs (66-20, 66-60) to reflect applicant's determination to provide solar for all single-family homes.

Cost Estimate for Final FEIR Edits

List Number	Hours @ \$175	Hours @ 120	Hours @ 70	Total Cost
13a	4		2	840.00
13b		4		480.00
13c			0.5	35.00
13d	1		2	315.00
13e	0.5		1	157.50
13f	3		5	875.00
13g	5	4	8	1,915.00
13h	Assume no edits			
14	1		2	315.00
15	1		3	385.00
16	No additional budget requested			
17	No additional budget requested			
18	1		3	385.00
19	0.5		1.5	192.50
TOTAL Hours	17	8	28	
TOTAL Costs	\$2,975	\$960	\$1,960	\$5,895.00

Dudek Cost Estimate for Final Edits to Village at Loomis Final EIR

List Number	Hours @ \$175	Hours @ \$130	Hours @ \$120	Hours @ \$95	Hours @ \$70	Total Cost
13a	4				3	910.00
13b			4			480.00
13c					0.5	35.00
13d	1				1.5	280.00
13e	0.5				1	157.50
13f	3		3		7	1,375.00
13g	5		4		8	1,915.00
13h – comprehensive edits to DEIR to reflect project changes	6	30	4	42	8	9,980.00
14	1				2.5	350.00
15	1				4	455.00
16		No additional budget requested				-
17		No additional budget requested				-
18	1				3	385.00
19	0.5				1.5	192.50
Hearings	10					1,750.00
TOTAL Hours	33	30	15	42	40	
TOTAL Costs	\$5,775	\$3,900	\$1,800	\$3,990	\$2,800	\$18,265.00

Katherine Waugh

From: Laura Harris <LHarris@rmmenvirolaw.com>
Sent: Thursday, April 20, 2017 3:39 PM
To: Katherine Waugh; Ebrahimi, Mona G. (mebrahimi@kmtg.com)
Subject: Village at Loomis
Attachments: Village at Loomis Final EIR Data Request (00408163-2xB0A85).docx

Katherine and Mona,

Thank you for the productive conversation earlier. I spoke with the applicant team and they've given the go-ahead with the approach we discussed of updating the Draft EIR with redline edits to reflect the changes to the project. To help divvy up tasks, I've gone through the info-needed document and highlighted the points in different colors to indicate who the data would be coming from. I also included notes from my conversation with Katherine to help get the dialogue going. Aidan will follow-up with the Brit et al. in the meeting tomorrow on the list.

Thanks again,

Laura Harris
Senior Counsel



REMY | MOOSE | MANLEY
LLP

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Please consider the environment before printing this email.

Attachment - L Harris email 5/2/17

RE: Village at Loomis: List of Numbers

LH Laura Harris <LHarris@rmmenvirolaw.com>
Tue 5/2, 3:30 PM
Katherine Waugh; Todd Lowell <todd@lowelldev.com>; +4 more

Reply all |

Oak Tree Planting Plan-...
1 MB

Village at Loomis PD Do...
562 KB

Stre...
140 K

Show all 3 attachments (2 MB) Download all Save all to OneDrive - Dudek

Action Items

Hi Katherine,

Thanks for getting back to us so quickly. I've coordinated with the applicant re. your follow-up questions. Please see the red font below. Let us know if you have any additional questions.

Thanks again!
Laura

From: Katherine Waugh [mailto:kwaugh@dudek.com]
Sent: Monday, May 01, 2017 5:16 PM
To: Todd Lowell <todd@lowelldev.com>
Cc: Ebrahimi, Mona G. <mehbrahimi@kmtg.com>; Laura Harris <LHarris@rmmenvirolaw.com>; Derek Spalding <DSpalding@thetruelifecompanies.com>; Aidan Berry <ABerry@thetruelifecompanies.com>; Kris Steward <ksteward@phillipslandlaw.com>
Subject: RE: Village at Loomis: List of Numbers

Thank you Todd – the detailed list of numbers and associated EIR edits is very helpful.

I've reviewed the materials and have a couple follow-up questions/information needs:

1. Dudek will need a copy of the Planned Development zoning ordinance text that will define the proposed project development standards and land uses. **The draft Planned Development zoning ordinance text is attached.**
2. Dudek will need revised stormwater runoff and pre- and post-development 100-year floodplain figures, per items 52 and 53 of the list of numbers.
Applicant will provide these revised figures by Friday, May 5.

3. The edits to the PD chapter provided by the applicant mention only one of the two roundabouts – Dudek will expand the discussion to address both.

The second roundabout is within the project, i.e., at the future intersection of the Webb Street extension/Gates Drive.

4. The edits to the PD chapter include updating the construction timeline. These changes would reduce air pollutant emissions compared to the modeling that was already completed. Dudek's cost estimate for finalizing the FEIR does not include re-running the CalEEMod modeling program. Dudek requests confirmation from the Town that this approach is appropriate. Recommend leaving the dates in the EIR as-is, and not updating. (See *City of Irvine v. County of Orange* (2015) 238 Cal.App.4th 526, 543 [CEQA does not require "continuous [updated] projections of ... impacts adjusted for any delays in construction in the nearby areas"].)
5. Dudek requests that the applicant confirm the landscaping plan has not changed. Prior comments noted that landscaping would be removed from one side of some street sections. Item 34 in the list of numbers appears to use the same landscaping plan that was used in the DEIR. The oak tree landscaping plan has not changed. A revised version conforming to the current lotting plan is attached.
6. Is the proposed project now fully consistent with the Circulation element, as suggested in item 39 in the list of numbers? If so, it would be helpful to discuss how to handle all the discussion and analysis of the transportation alternative. Recommend dropping a footnote in the alternatives chapter noting that based on coordination with County staff, the applicant is now proposing the transportation alternative, as modified with the updates to the project description.
7. Regarding other project alternatives, Dudek requests confirmation from the Town that changes to the description of each alternative is not expected but that minor edits to the analysis of the impacts of each alternative may be needed (such as if specific reference is made to the impacts of the proposed project, such as numbers of trees lost or amount of open space/parkland). Your approach makes sense to us.
8. Dudek requests confirmation that the traffic impact analysis will not be updated to reflect the reduction in dwelling units and non-residential square footage, as those revisions would reduce impacts only slightly and would not substantially alter trip generation and distribution assumptions. Yes, agreed.
9. Dudek requires responses to the outstanding items in the information needs list previously submitted, including
 - a. From applicant: the Salix memo dated 7/16/14 and confirmation regarding applicant's proposal regarding solar; Memo is attached and
 - b. From Town: direction from the Town re MR 6, MR 11, Town's mission statement, mechanism to ensure 2nd story window restrictions are enforced, and DA content relevant to public services issues The lots that abut Sun Knoll Drive, Day Avenue and Silver Ranch Avenue will be restricted to one-story or pop-up architectural styles. This can be accomplished through the DA or as a COA.

10. Dudek requires direction from prior list of EIR edits: Is it appropriate to state that commercial parking areas can be used for residential overflow? Is there a mechanism that will ensure this is accurate? (see item 13.f.iv in prior list) **Recommend deleting; plan is to not use commercial properties as overflow. The applicant is working on an exhibit to show this.**

With responses to these items and confirmation that the additional budget I requested has been authorized, I look forward to wrapping up the DEIR and FEIR edits as quickly as possible. **Yes, applicant confirms that the additional budget request is authorized.**

Thank you
Katherine

From: Todd Lowell [<mailto:todd@lowelldev.com>]
Sent: Sunday, April 30, 2017 6:31 PM
To: Katherine Waugh <kwaugh@dudek.com>
Cc: Ebrahimi, Mona G. <mebrahimi@kmtg.com>; Laura Harris <LHarris@rmenvirolaw.com>; Derek Spalding <DSpalding@thetruelifecompanies.com>; Aidan Berry <ABarry@thetruelifecompanies.com>; Kris Steward <ksteward@phillipslandlaw.com>
Subject: Village at Loomis: List of Numbers

Hi, Katherine,

Mona requested that we provide a "list of numbers" due to the changes that have been made to the project:

- a) to incorporate the Town's requested circulation improvements (the extension of Webb Street from the end of Laird Street to the Horseshoe Bar Road/Library Drive intersection and the construction of a roundabout this intersection. Note, this is Alternative 2 in the DEIR.);
- b) lotting modifications resulting from this circulation change;
- c) lotting modifications along the east side of the open space corridor to reduce wetland impacts; and
- d) that the Town will be processing this is a Planned Development zoning designation.

This information is being provided in 2 emails.

The 2nd email will consist of exhibits.

The attachments to this email are:

- 1) An Excel file called the List of Numbers. This worksheet tracks the various changes to be made in the FEIR based upon the changes above. It also notes that various figures need to be revised and whether I, the applicant, or you, Dudek, will be providing these exhibits
- 2) A Word file of Chapter 3, Project Description, with track changes
- 3) A Word file of Chapter 4.1, Land Use, with track changes
- 4) An Excel file regarding tree information (previously provided). This includes a tab called "Removed-Protected-295 Lot Plan" showing the trees that WILL NOT be removed that were previously planned for removal
- 5) A PDF showing revisions to tables 4.3-5 and 4.3-6
- 6) A Word file with revisions to grading, Impact 4.10-4
- 7) A PDF showing revisions to Impact 4.12-13

We are eager to get the FEIR done.

Thank you,
Todd

Todd Lowell, J.D.
Lowell Development, Inc.
P.O. Box 1200
Loomis, CA 95650
(916) 660-1720, ☎ office
(916) 660-1723, ☎ fax
(916) 715-5790, ☎ mobile



lowelldevelopment.com

CONTRACT FOR SERVICES

THIS CONTRACT is made on 9/11, 2014, by and between the TOWN OF LOOMIS ("Town"), and DUDEK ("Consultant").

WITNESSETH:

WHEREAS, the Town desires the preparation of an environmental impact report (EIR) for The Village at Loomis project (#14-05);

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated July 2014, (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon receipt of written notice to proceed from the Town, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit "B."

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for all time and materials required and expended, but in no event shall total compensation exceed \$162,120.00, without Town's prior written approval.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 14 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.


Dudek
Frank Dudek
President

5/26/14
May 2013

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF TOWN:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

8. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be Town's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist Town in providing the same.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to

provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the Insured, or by its employees or agents, or by anyone directly or indirectly employed by the Insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances,

regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town: Town of Loomis
3665 Taylor Road
Loomis, CA 95650

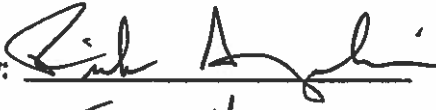
Consultant: Dudek
853 Lincoln Way, Suite 208
Auburn, CA 95603

F. This Contract shall be interpreted and governed by the laws of the State of California.

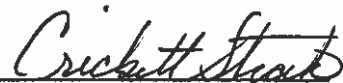
G. Any action arising out of this Contract shall be brought in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.


TOWN OF LOOMIS

By: 
Title: Town Manager

ATTEST:

By: 
_____, Town Clerk

APPROVED AS TO FORM:


By: _____
Town Attorney

CONSULTANT

By: _____
Title: DUDEK
David W. Carter
Chief Financial Officer

EXHIBIT "A"

SCOPE OF WORK

The Village at Loomis Environmental Review

Proposed Scope of Work

Introduction

Dudek is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for the proposed Village at Loomis project. This proposal reflects Dudek's experience working successfully to prepare environmental review documents that satisfy the requirements of the California Environmental Quality Act (CEQA).

Project Understanding and Approach

The ±66-acre project site is located within the Town of Loomis, on the north side of Interstate 80 between King Road and Horseshoe Bar Road. The project area is comprised of Assessor's Parcel Numbers (APNs) 043-080-007, 008, 015 and 044, 043-100-025 and 027, 044-094-001, 004, 005, 006, and 010.

The project area was originally addressed at a planning level in the *Town Center Master Plan*, and the guidance from that master plan has now been incorporated in the *Loomis General Plan*. The General Plan designates the site for Town Center Commercial (TCC) in the southwestern corner, General Commercial (CG) on the remainder of the western portion, Special Medium High Density Residential (SMHDR) on the central portion, and Office Professional (OP) on the eastern portion. Further, the general plan explicitly addresses the project site in Specific Area Policy 2 in Section G of the Land Use and Community Development Element. This policy indicates the Town's general expectations for development of the site regarding access and circulation, preservation of riparian corridors, and land use compatibility and intensity.

The project would require amendments to the *Loomis General Plan* and zoning ordinance to change the project site's designations and to establish new Zoning Districts in the Town's Zoning Ordinance. The Village at Loomis project is proposed to be divided into four distinct districts, three of which would be single-family residential districts of varying residential density. The fourth district would include commercial and residential mixed uses, including high-density residential. The project would also include preservation of open space around the perennial stream that meanders through the center of the site and creation of public park space.

Commercial components would include professional offices, a village-themed retail center including shops and restaurants along Horseshoe Bar Road/Doc Barnes Drive intersection, and a separate commercial area along Horseshoe Bar Road north of Library Drive. The residential component of the proposed project will include single-family and multi-family units. In addition to the proposed General Plan Amendment and Zoning Amendments, the project proposes adoption of Design Standards and Development Standards for the project site. These documents will identify the permitted land uses onsite and provide development and setback standards, architectural design guidelines, building height regulations, lot coverage requirements, and street section design.

The proposed project would require the following entitlements:

- Certified Environmental Impact Report (EIR)
- General Plan Amendments - to re-designate the site consistent with the proposed land uses and districts
- Zoning Amendments - to adopt new Zoning Districts
- Rezone - to re-designate the site consistent with the proposed land uses and districts
- Tentative Subdivision Map - to merge existing parcels and subdivide the site to facilitate future development onsite
- Development Standards - Adopt development standards for the proposed project
- Design Standards - Adopt design standards for the proposed project
- Development Agreement - to allow for development densities proposed for the project

Existing Conditions

While most of the site is vacant land, there are six dwelling units and one commercial building in the western portion of the site. These buildings are considered historic resources and mitigation would be required prior to their demolition. Land uses surrounding the site include residential developments to the north and to the east as well as the Raley's shopping center, the Town's library, and other commercial land uses to the west and south. The project's compatibility with the adjacent residential neighborhoods will be a primary concern for the Town.

The project site is located at elevations ranging between approximately 390 and 410 feet. The majority of the site slopes down to an unnamed tributary to Secret Ravine that runs through the central portion of the project area. This area of the project site would remain in open space, providing an approximately 50-foot "no development" buffer beyond the existing 100-year floodplain associated with this tributary. Habitat types recognized onsite include foothill woodland, annual grassland, and riparian. The riparian area runs north to south and essentially bisects the project site. The project site also contains over 2,000 trees and areas of rock outcropping.

The project site will be accessed via Doc Barnes Drive, which will be extended along the entire length of the project site's boundary adjacent to Interstate 80. The project site will also be accessed from Library Drive on the west. of these roads will be extended with the implementation of the project. Doc Barnes Drive will cross the riparian corridor onsite using a series of culverts, and will be extended through the Quong property to the intersection at King Road and Boyington Road. Library Drive will terminate in a cul-de-sac just west of the riparian area in the central portion of the site. All proposed major roads and local streets will include bike lanes and sidewalks.

The project is within the South Placer Municipal Utility District (SPMUD) and will include onsite improvements such as gravity sewer laterals and collectors. These sewer lines will connect to the main sewer system in one of two offsite alignments. SPMUD and the Town are beginning a process of evaluating and planning for construction of a new sewer transmission line, the Secret Ravine Trunk Line. Completion of this infrastructure project would ensure

sufficient transmission capacity is available to serve the project. The domestic water supply for the project would be provided by the Placer County Water Agency (PCWA) through the existing infrastructure in place in adjacent streets. Stormwater will be collected and drained to existing natural streams. In the alternative, a series of improvements to the Lower Loomis Trunk Line could also provide the necessary transmission capacity.

Environmental Analysis Approach

As presented in the Task Outline below, Dudek anticipates that a Project EIR will be the appropriate document for this project. The EIR will allow the Town to evaluate the environmental effects from the full project, including offsite improvements, and to consider potential project-wide alternatives that would lessen or avoid the project's significant impacts. In addition, the Project EIR will be prepared with as much detail as possible to streamline subsequent environmental review for future Town actions associated with individual development phases. Mitigation measures will identify performance standards that each development phase must attain to be consistent with the EIR analysis. The EIR will also consider the degree to which the project could induce other growth in the area.

Task Outline

Dudek has prepared the following Scope of Work to identify the specific tasks necessary to conduct a comprehensive analysis of potential environmental impacts of the proposed Village at Loomis project. The tasks outlined in this Scope of Work have been informed through review of the project application, reports, and other materials provided by the applicant; as well as discussions with Town Planning staff. Dudek has also drawn upon our firm's extensive experience with issues specific to the Town of Loomis and the project area. This information has allowed Dudek to focus this Scope of Work on critical project issues and on resource areas for which additional studies are needed. Through the use of existing technical studies and the completion of new studies, the Village at Loomis EIR prepared by Dudek will:

- Present quantitative and qualitative impacts analysis;
- Thoroughly consider potential project impacts and consistency with Town policies;
- Clearly identify feasible mitigation measures, and
- Be completed in an efficient and cost-effective manner.

Task 1: Project Management

Task 1 provides for project management and coordination activities conducted by Dudek throughout the CEQA process. Project management activities primarily consist of ensuring frequent and effective communication between Dudek, the Town, and the project applicant to promote efficiency in document preparation. Regular communications with the Town will provide opportunities for consultation regarding the overall CEQA process, project-specific impact analysis, and development of mitigation measures. Dudek will maintain regular communication with subconsultants and will promptly provide them with information relevant to their respective studies to ensure the greatest efficiency and control of the project budget. Within the project management budget, Dudek can also assist Town staff in consulting with

outside agencies and preparing public notices. It is noted that as the project includes a General Plan Amendment, Senate Bill 18 requires that the Town consult with Native American representatives. While Dudek's archeologists are available to provide the town with limited support in this process, we have not included a task to participate in the consultation effort. If required, Dudek can provide an additional scope and budget for this service.

Dudek will transmit all communication with the applicant through the Town of Loomis and, at the Town's direction, will be available to provide information to the applicant regarding project progress, environmental analysis, and mitigation measures.

Deliverables:	Email and telephone communications; progress reports submitted with monthly invoices
Meetings:	As described and budgeted under Task 2
Town Input:	Review invoices and progress reports
Applicant Input:	Respond to information requests

Task 2: Meetings and Hearings

This work program identifies several meetings that may be beneficial to the Town of Loomis, the project applicant, and Dudek in completing the EIR for the Village at Loomis project. The budgets for all proposed meetings are included under Task 2 in order that the meeting schedule can be varied according to the specific needs of the project. In summary, Dudek proposes the following meetings:

- **Project Initiation Meeting.** Upon receipt of notice to proceed, Dudek will meet with Town staff to review the project and discuss the EIR. It is anticipated that the project applicant team will participate in the initiation meeting. This meeting will include review of the timeline for the project and all pertinent project information and anticipated project issues.
- **Scoping Meeting.** During the circulation period for the Notice of Preparation (NOP), Dudek will participate in a public Scoping Meeting. Dudek staff will make a public presentation regarding the EIR process and will support Town staff in facilitating a public comment session.
- **Progress Meetings** between Town staff and Dudek as needed. These meetings could include review of preliminary impact analysis and mitigation measures, Town staff and applicant comments on the 1st Administrative Draft EIR, public and agency comments and responses on the Draft EIR, Town staff and applicant comments on the Administrative Final EIR, and/or other purposes as identified throughout completion of this Scope of Work. The budget for this task assumes that up to two in-person meetings (lasting approximately 2 hours each) and four telephone meetings (lasting approximately 1 hour each) will be held.
- **Public Hearings.** Dudek attendance at one Planning Commission meeting on the Draft EIR, one Planning Commission hearing on the Final EIR, and one Town Council hearing on the Final EIR is included in this cost estimate. At the public hearings it is anticipated that Town staff will present the project to the public and decision-making body, and that Dudek staff will be available to answer questions directly about the EIR analysis and CEQA process. At the direction of

Town staff, Dudek may also deliver a presentation summarizing the CEQA process and key findings of the EIR. It is assumed that the Town will provide minutes or transcriptions from the Planning Commission meeting on the Draft EIR.

- **Public Outreach.** Dudek will participate in the Town's public outreach program for this project. In addition to public comment opportunities required by CEQA, the public outreach program may include additional public meetings and workshops as well as written communications, such as materials posted to the Town's website. Dudek has assumed approximately 10 hours of staff time to participate in the public outreach program.

Meetings and the public hearings are assumed to take place at or near the Town of Loomis offices and are assumed to last an average of two hours each. Dudek will bill the Town only for the actual time spent at each meeting and time spent in preparation and follow-up.

Deliverables:	None
Meetings:	Attendance of above meetings, meeting minutes and agendas
Town Input:	Attendance of above meetings, coordination and public noticing for public hearings
Applicant Input:	As necessary at above meetings

Task 3: Project Initiation and Public Scoping

Project Initiation

As described above, upon execution of the EIR contract, Dudek staff will meet with Town staff and the project applicant team. This Project Initiation Meeting will serve to confirm the Project Description, to develop a timeline for the project, and to apprise all parties of pertinent project information and anticipated project issues.

Site Visit

Dudek's Project Manager will complete a site visit to review the existing environment of the project site, including surrounding land uses, traffic circulation, topography, vegetation characteristics, and ambient noise environment. Representative photos of the project site will be taken during the site visit for use in preparation of the EIR.

Project Scoping

Dudek will update the Notice of Preparation (NOP) that was previously circulated for this project and will coordinate with the Town to circulate the revised NOP. Dudek will also participate in the Scoping Meeting as described under Task 2 and will prepare a summary of all scoping comments received. It is assumed that the Town will be responsible for distribution of the NOP to the State Clearinghouse and to other public agencies and interested parties.

Project Description

Dudek will prepare a detailed Project Description for use in the EIR. This description will expand upon the Project Description provided by the project applicant and the description included in the NOP. In addition to onsite improvements proposed, the Project Description will identify any offsite improvements required to support the project, such as roadway and

intersection improvements, creation of new roadways, extension of infrastructure to the project site, and any offsite infrastructure improvements needed to support the project.

The draft Project Description will be submitted to the Town of Loomis and the project applicant for review and comment, and Dudek will revise the Project Description as necessary.

The approved Project Description will be used as the basis for all project analyses. Minor revisions to the Project Description are anticipated as part of the EIR process; however, major changes could substantially affect impact analysis. Any changes to the Project Description that require revisions to completed or in-progress tasks could represent additional costs not included in the proposed budget.

Document Review

As part of the project initiation tasks, Dudek will review applicable background and technical data for the project area, including the Town of Loomis General Plan, Zoning Ordinance, Bikeway Master Plan and Open Space Report, and regional planning documents including the Sacramento Area Council of Governments *Sustainable Communities Strategy*. From this review, Dudek will identify applicable policies and standards that will be cited in the EIR as portions of the regulatory framework governing impact analysis for this project.

Deliverables:	Up to 35 copies of the NOP, electronic submittal of the Project Description
Meetings:	Project Initiation Meeting, Scoping Meeting (both budgeted under Task 2)
Town Input:	Distribute the NOP, coordinate and public notice the Scoping Meeting, review/comment on Project Description; confirm list of documents to be included in Document Review
Applicant Input:	Review/comment on Project Description, attend project initiation meeting and scoping meeting

Task 4: Review of Applicant Studies

Technical Data Review

Dudek expects that the following project materials, studies and analysis will be provided by the project applicant:

- Biological Resource Assessment, Rare Plant Survey, and Wetland Delineation
- Arborist Report
- Phase I Environmental Site Assessments
- Cultural Resources Assessment
- Preliminary Drainage Report
- Traffic Study
- Full size tentative subdivision map(s) and electronic submittal in AutoCAD
- Full size preliminary grading and utility plan and electronic submittal in AutoCAD
- Preliminary BMP Plan and Landscaping Plan
- Proposed Zoning Districts
- Proposed Design Standards and Development Standards

Dudek staff will review these project submittals and confirm their suitability to support the EIR analysis and identify any data gaps. Dudek's archeologist and architectural historian have completed a preliminary review of the updated Windmiller and Associates Cultural Resources Assessment and found that the report is thorough and complete, and does not require a detailed peer review. It will be reviewed as part of the technical project data along with the other reports listed above. Dudek assumes Town staff will provide for peer review of the drainage report, traffic study, and proposed subdivision maps and grading and infrastructure plans.

Deliverables:	none
Meetings:	none
Town Input:	Review technical studies and project application
Applicant Input:	Submit project application and technical studies

Task 5: Technical Studies

Task 5 provides for preparation of two additional technical studies (as described below) to document the existing conditions and evaluate potential impacts pertaining to air quality, noise, and biological resources. Evaluation of impacts will be based on applicable local, State, and federal standards and policies.

Air Quality and Greenhouse Gas Modeling

Dudek will use the *CalEEMod Emissions Modeling Program* to prepare estimates of the air pollutant and greenhouse gas emissions that would be generated from construction and operation of the proposed project. Dudek will also work with the Town and Placer County Air Pollution Control District (APCD) to identify appropriate thresholds of significance for these emissions. The modeling inputs will take into account the Project Description, trip generation and trip distribution data, and construction phasing and equipment usage information provided by the project applicant. Emissions modeling will include construction and operational phase sources, including area sources and mobile sources. Construction assumptions will encompass construction of offsite improvements. A summary of the results of CalEEMod modeling as well as the output files generated by CalEEMod will be submitted to the Town of Loomis as a technical report and will be included as an appendix to the EIR.

The air quality and climate change impact analysis and mitigation measures for any impacts identified will be presented in the EIR, under Task 6 of this Scope of Work. Any necessary mitigation measures will be developed through consultation with Town of Loomis and/or the Placer County APCD.

No CALINE modeling of localized carbon monoxide concentrations or Health Risk Assessment is included in this Scope of Work. Should CALINE modeling or a Health Risk Assessment is necessary for the project, revisions to this Scope of Work and cost estimate would be needed.

Noise Impacts Analysis

Dudek will retain Bollard Acoustical Consultants (BAC) to update the information in the existing Acoustical Constraints Analysis, identify and evaluate potential impacts, and recommend mitigation measures. BAC will complete the following tasks:

1. Evaluation of Existing Noise Levels: BAC will conduct 24-hour background noise level measurements and/or short-term noise level measurements on and in the vicinity of the project site. The intent of the noise level measurements is to quantify existing background noise levels and for comparison to the predicted project noise levels. Specific noise sources to be evaluated include traffic on I-80 and other roadways, and any other stationary noise sources that could potentially affect the project area.
2. Evaluation of the Existing and Future Traffic Noise Levels: Based upon the intended uses of the site, BAC will conduct an analysis of existing and future traffic noise levels, both with and without the proposed project. The report will focus on increases in traffic noise levels due to the project at existing noise-sensitive land uses, and traffic noise levels at proposed sensitive land uses.
3. Noise Impact and Mitigation Analysis: Significant noise impacts will be identified if the project results in substantial increases in offsite traffic, or if the proposed residential uses located within the project site would be exposed to future traffic or commercial noise levels in excess of Town standards. Noise mitigation measures will be developed for each identified significant noise impact. The mitigation measure discussion will include options other than sound walls and evaluate the feasibility and effectiveness of these measures.
4. Report Preparation: A written report will be prepared which details the analytical approach and findings. The report will comply with the requirements of the Town of Loomis General Plan Noise Element and CEQA. The BAC report would be prepared as a stand-alone technical noise analysis to be included as an appendix to the EIR.
5. Response to Comments: BAC will respond to comments on the draft EIR, assuming up to 8 hours of effort.

Deliverables:	CalEEMod results and summary, Noise Impact Analysis
Meetings:	None
Town Input:	Responses to requests for information related to each study / modeling; review and approval of each study
Applicant Input:	Responses to requests for information related to each study/ modeling

Task 6: Prepare Administrative Draft EIR

Dudek will prepare the Administrative Draft EIR (ADEIR) pursuant to the requirements of CEQA Statutes, CEQA Guidelines, CEQA case law, and the Town of Loomis policies and standards. The ADEIR will consist of the following sections:

- Introduction
- Executive Summary
- Project Description
- Environmental Analysis:
 - ◆ Land Use
 - ◆ Population, Employment, and Housing

- ◆ Biological Resources
- ◆ Cultural Resources
- ◆ Aesthetics
- ◆ Transportation and Circulation
- ◆ Noise
- ◆ Air Quality and Climate Change
- ◆ Geology, Soils, and Seismicity
- ◆ Hydrology and Water Quality
- ◆ Public Services and Utilities
- ◆ Hazards and Hazardous Materials
- CEQA Mandated Sections
 - ◆ Growth Inducing Effects
 - ◆ Irreversible Environmental Effects
 - ◆ Cumulative Impacts
 - ◆ Alternatives to the Proposed Project
- Draft Mitigation Monitoring and Reporting Program (MMRP)
- EIR Preparers and References

Each of the environmental analysis chapters will contain the following sections: Environmental Setting, Regulatory Framework, Impacts, and Mitigation Measures. Each EIR chapter is discussed further below.

Introduction, Executive Summary, Project Description

The introduction to the EIR will describe the CEQA process as implemented by the Town for the proposed Village at Loomis project and identify steps taken by the Town of Loomis to comply with relevant requirements, e.g., public scoping and notification. The Executive Summary will summarize the conclusions made in the EIR, presenting all potentially significant impacts and associated mitigation measures in a matrix format. The Project Description chapter will be prepared under Task 3. Final revisions to that chapter will be made as part of preparation of the Administrative Draft EIR.

Environmental Analyses

Land Use. The project site is governed by policies and standards of the *Town of Loomis General Plan*. Many of the land uses proposed for the Village at Loomis project are not consistent with the Town Zoning Ordinance and Town of Loomis General Plan designations for the site; thus the project proposes to amend the General Plan and Zoning Ordinance. The EIR will evaluate potential impacts related to inconsistencies with Town policies adopted for the purpose of mitigating or avoiding environmental effects and potential for adjacent placement of incompatible land uses. The analysis will be prepared through completion of the following specific tasks:

- Describe the character of the region, the project area, and its vicinity in terms of existing and planned development patterns and land uses. Identify adopted, planned and proposed development in the project area at buildout under the Town of Loomis General Plan.
- Describe existing land use and zoning designations in the vicinity of the project.

- Evaluate overall effects of the proposed project on the character of the study area. Identify potential for land use incompatibilities between the proposed project and existing adjacent land uses. Identify physical impacts that could result from inconsistencies with adopted plans or policies.
- Identify potential development on adjacent properties that could be facilitated by the proposed project.
- Identify mitigation measures for any significant land use impacts identified.

Population, Employment, and Housing. The EIR will evaluate any potential physical environmental impacts related to population, housing, employment, and the jobs/housing balance in the region that could result from the proposed project. The analysis will be prepared through completion of the following:

- Obtain existing baseline data from the County, SACOG, the State Department of Finance, and the Employment Development Department (EDD), as well as applicable data from the US Census and the Town's Housing Element to describe current household characteristics, and population and employment trends within the Town of Loomis and central/western Placer County.
- Quantify the population that could reside within the housing proposed as part of this project, and quantify the amount and types (including income ranges) of jobs that could be accommodated by the proposed commercial land uses within the project. This information would be based on data sources listed above and the Town's Loomis Town Center Implementation Plan Phase 1 Final Report (EPS 2010).
- Identify applicable local and state housing policies and assess to what extent this project is consistent with the Town's housing goals and policies, including the potential to provide affordable housing and the potential demand for affordable housing associated with the proposed project.
- Discuss how project buildout could affect population distribution, density and growth.
- Discuss the project's potential impact on the regional jobs/housing balance.
- Identify mitigation measures for any identified significant environmental impacts associated with population, employment, and housing.

Biological Resources. The project site is known to contain biological resources in the form of foothill woodland, annual grassland, riparian, and potential special-status species habitat. Dudek will prepare the biological resources chapter of the EIR based on data presented in the Biological Resources Assessment, Rare Plant Survey, and Wetland Delineation prepared by Salix Consulting, and the Arborist Survey prepared by Sierra Nevada Arborists.. The EIR will summarize the existing resources within the project site; identify applicable Town, State and federal regulations; identify and evaluate all potentially significant direct and indirect impacts on the natural environment, both onsite and offsite; and recommend mitigation measures specific to each impact. As necessary, Dudek will consult and coordinate with Town staff, the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, and the California

Department of Fish and Game to identify necessary mitigation measures to minimize or avoid project related impacts to special status species and ensure that the project complies with local, state, and federal laws regarding protection of biological resources. For example, the Town and Corps both have "no net loss" of wetlands policies that the project will be required to meet. The EIR will also analyze the project's compliance with the Town of Loomis Tree Ordinance. Mitigation measures for impacts to biological resources will be formulated in coordination with Town staff and representatives of responsible and trustee agencies, as necessary.

Cultural Resources. The project site is also known to contain cultural and historic resources. Dudek will prepare the cultural resources chapter of the EIR based on data presented in the updated Cultural Resources Assessment. The EIR will summarize the existing resources within the project site and offsite improvement areas; identify applicable Town, State and federal regulations; evaluate the project's effects on cultural resources; and recommend mitigation measures specific to each impact.

Aesthetics. Site context information (i.e., photos, topographical maps, site visits, conceptual architectural elevations, material samples, and photo simulations) will be used to conduct an analysis of pre- and anticipated post-project conditions as they relate to the visual characteristics of the project site. Specific tasks to be completed for the aesthetics analysis in the EIR will include:

- Describe the area's existing visual character including the existing visual relationship of the project site with surrounding uses. Present the existing setting visually with photographs in the EIR.
- Assess aesthetic impacts of the proposed project on the existing character of the area adjacent to the project site. This assessment will include the compatibility of new construction with existing buildings, the visibility of the proposed project and any offsite improvements from all significant exterior viewsheds, and the ability of the proposed design guidelines to mitigate or avoid these impacts.
- Evaluate the consistency of the proposed residential and commercial development with the proposed design guidelines and applicable policies.
- Assess the potential for light and glare impacts from the project in relation to existing light levels, the sensitivity of neighboring residences, and Town policies regarding intrusive lighting.
- Identify mitigation measures and performance standards to reduce project visual impacts determined to be significant.

Transportation and Circulation. Dudek will prepare the EIR chapter on impacts to traffic and other forms of transportation (public buses, pedestrian, and bicycle) based on the traffic impacts analysis provided by the Town. It is expected that the impact analysis will be completed by KD Anderson & Associates on behalf of the project applicant, and that report will be peer reviewed by Town staff or under a separate Town consultant contract. It is assumed that the traffic study will be reviewed and accepted by the Town of Loomis prior to use for analysis in the EIR. This chapter will identify existing traffic conditions, traffic generated by the proposed project, and analysis of estimated impacts to area circulation and transportation resulting from the proposed project. Project contributions to cumulative traffic impacts in the area resulting from the project

and other approved/pending projects will also be analyzed in this chapter. The EIR will identify feasible mitigation measures as determined by the traffic impact analysis and Town staff, and will identify the residual significance (following implementation of mitigation measures) of any impacts identified.

Noise. Dudek will use the Noise Analysis Report prepared by BAC under Task 5 to prepare the EIR Noise chapter. The chapter will review the ambient noise environment and evaluate potential impacts to existing and future residents and sensitive receptors within the project area. Impacts will be determined based on the noise standards established by the General Plan. Dudek will incorporate the impacts and mitigation measures provided in the BAC report into the noise analysis contained in the EIR. Additional mitigation measures may be formulated from applicable policies and ordinances regulating noise within the Town.

Air Quality and Climate Change. Dudek will prepare the Air Quality and Climate change chapter based on the results of air quality modeling performed in Task 5. A summary of the results of the modeling and impact analysis will be presented in the EIR. Analysis will include comparison of modeled emissions to the identified thresholds of significance for both criteria air pollutants and for greenhouse gas emissions. Both short-term construction emissions and long-term operational emissions of the proposed project will be analyzed in determining air quality impacts likely to result from the proposed project. Analysis of potential air quality impacts to sensitive receptors in the project area and potential odor impacts of the project will also be provided. Mitigation measures for any significant air quality impacts identified will be developed in consideration of Placer County APCD recommendations.

Geology, Soils, and Seismicity. Dudek will prepare this EIR chapter based on information provided in the project's Geotechnical Investigation and grading plan. The grading plan will be presented as a graphic in the EIR while the Geotechnical Investigation will be provided as a technical appendix. The following tasks will be performed for the geology and soils section of the EIR:

- Describe soil conditions of the project site based on the data available (e.g., Geotechnical Investigation, and U.S. Department of Agriculture Natural Resources Conservation Service Soil Survey). This will include a summary of soil suitability and constraints for development.
- Identify geologic setting of the project area, including information regarding seismic hazards in the area.
- Evaluate the preliminary grading plan with respect to areas of grading, cut and fill amounts, slopes, road grades, retaining walls, and driveway grading. Assess potential impacts caused by grading activities in the vicinity of existing and proposed drainage areas.
- Evaluate the utility infrastructure plan and roadway improvements to identify any offsite impacts.
- Identify mitigation measures for any significant impacts identified, based on review of background data and Town development standards. This section will include specific Best Management Practice performance standards to address potential erosion impacts both during and after grading and construction.

Hydrology and Water Quality. The Hydrology and Water Quality chapter of the EIR will be based on the drainage analysis and preliminary grading and drainage plan provided by the applicant. It is assumed that all applicant-provided materials will be reviewed by the Town of Loomis Department of Public Works and accepted for use in the EIR analysis. Project impacts related to hydrology and water quality may include: increased rate and volume of runoff, changes in drainage patterns, impacts to floodplains, erosion and sedimentation, and water quality impacts resulting from runoff of urban pollutants. Completion of this chapter will include the following tasks:

- Describe and map the surface drainage pattern of the project area and adjoining areas, based on available aerial photographs, field observation, wetlands delineations, and existing drainage studies.
- Summarize the drainage network of the project area, including information on channel conditions, culvert locations and sizing, and capacity of existing drainage facilities to pass flows. This will include identification of flood hazards in the project area.
- Identify applicable local and State policies, programs, and standards associated with storm water detention and water resources. Discuss the NPDES Phase II program and describe how the proposed project will comply with the program.
- Identify pre- and post-development runoff and detention basin size(s) and location(s) based on the analysis presented in the applicant-prepared drainage study.
- Evaluate the preliminary drainage calculations and plans with regard to runoff amounts, the effect of concentrating runoff in structures and ditches, detention and retention facilities, and storm water discharge. This would also include a discussion of potential mosquito vector impacts and mitigation for impacts identified.
- Evaluate potential offsite impacts associated with extension of utility lines to the project site and offsite roadway improvements.
- Review BMPs proposed by the applicant, and discuss the adequacy of the proposed BMPs in reducing the potential pollutants to the maximum extent practicable. It is assumed that a preliminary BMP plan will be provided by the applicant.
- Identify mitigation measures, such as requirements for detention/retention of stormwater and BMPs consistent with Town standards for stormwater control, as necessary, and performance standards for implementation of such measures.

Public Services and Utilities. Construction of the project would result in an increase in demand for public services and utilities. The Public Services and Utilities chapter will evaluate the following:

- | | |
|--|-----------------------------|
| ▪ Law Enforcement | ▪ Fire Protection |
| ▪ Water Supply, Treatment and Distribution | ▪ Wastewater Disposal |
| ▪ Solid Waste | ▪ Electricity / Natural Gas |
| ▪ Schools | ▪ Libraries |
| ▪ Parks and Recreation | |

The following tasks will be performed for this section of the EIR:

- Contact service providers in order to determine existing service levels in the project area, including documentation regarding existing staff levels, equipment and facilities, service capacities, and planned service expansions. Review service provider Master Plans and other background documents. It is assumed that the project applicant will be responsible for requesting will-serve letters and providing copies of those letters to Dudek and the Town.
- Describe Town policies, programs, and standards associated with the provision of public services and utilities.
- Identify project impacts to public services and utilities. Identify all onsite and offsite improvements necessary to ensure that public services and utilities are available at the project site.
- Identify mitigation measures for any significant impacts identified in coordination with Town staff and applicable service providers.

Hazards and Hazardous Materials. Phase I Environmental Site Assessments have been prepared to identify potential hazards associated with the project site based on a review of records, historical data, and personal interviews. Dudek will prepare the Hazards and Hazardous Materials EIR chapter based on these reports as well as other pertinent information resulting from review of available planning documents. This section of the EIR will also qualitatively describe hazardous materials that may be used onsite during construction and those likely to be associated with proposed land uses. The EIR will identify any impacts from hazards or hazardous materials and will include mitigation measures for any impacts identified.

CEQA-Required Discussions in EIR

Growth Inducing Effects. Dudek will work with the Town of Loomis staff to establish the anticipated growth conditions in the project area and parameters for consideration of any secondary impacts from growth. This would include development on the adjacent Quong property as well as other potential development in the vicinity. Dudek will evaluate the potential of the proposed project to generate additional growth in the area using standard growth analysis criteria, such as the project's potential to foster economic or population growth or its potential to remove obstacles to population growth through extension of infrastructure.

Irreversible Environmental Effects. This section will summarize the major changes to the environment that would result from implementation of the proposed project. It will focus on the physical environmental changes in the project setting such as those caused by grading and paving, the level of commitments to use of non-renewable resources represented by the project, and potential for secondary impacts (related to population growth) that may place additional burdens on non-renewable resources.

Significant Unavoidable Adverse Impacts. Impacts that are both significant and unavoidable will be identified. These will be determined based on the analysis in the EIR and thresholds of significance established in the EIR or by regulatory agencies. Should there be significant unavoidable adverse impacts, these will need to be addressed in a Statement of Overriding Considerations.

Alternatives to the Proposed Project. Dudek staff will work in consultation with Town staff to develop alternatives to the proposed project that will be analyzed in the EIR. Each alternative will be evaluated based on the extent to which project objectives are met and the amount that impacts are reduced. If an offsite alternative to the proposed project is determined appropriate, Dudek assumes the Town will identify a suitable alternative location for analysis; however given the goal of developing the Village at Loomis area, it is unlikely that an offsite alternative location will be available. Dudek will prepare qualitative analyses of impacts from each alternative relative to the impacts of the proposed project, providing quantitative and comparative analysis where data is available (in accordance with recent case law and CEQA Guidelines Section 15126.6(d)). A conceptual site plan will be provided for each alternative and an overall summary of alternatives table will be included. Dudek will evaluate up to four project alternatives, including the "no project" alternative, as required by CEQA. The environmentally superior alternative will be identified.

Cumulative Impacts. Dudek will assess the impacts of the project in combination with other known, approved, or reasonably foreseeable development activity in the project area, including those associated with buildout of the Town of Loomis General Plan and other development anticipated in the project region. Assumptions will be coordinated with the cumulative traffic analysis and with the assumptions of other projects in the vicinity to ensure consistency. This section will identify appropriate mitigation measures feasible for implementation by the proposed project that may reduce the project's contribution to any potentially significant cumulative impacts.

Deliverables:	8 copies of the Administrative Draft EIR and Technical Appendices, electronic submittal
Meetings:	Progress meetings as needed (budgeted under Task 2)
Town Input:	Assist in developing alternatives to proposed project and defining the cumulative scenario, review ADEIR
Applicant Input:	Review ADEIR, respond to information requests

Task 7: Prepare Second Administrative Draft

If necessary based on the comments received, Dudek staff will meet with Town staff to review comments on the ADEIR and receive direction with regard to responses (meeting budgeted under Task 2).

Following the comment review meeting, Dudek will revise the ADEIR and provide the second ADEIR to the Town for review. This submittal will include a cover memo summarizing where each Town comment has been addressed in the EIR and will indicate changes with strikeouts and underlines in the text. This work program assumes that responding to Town comments on the first ADEIR will require a mixture of substantive corrections and editing, but no new

technical studies or site-specific data collection will be needed. Revisions to the Technical Appendices are not anticipated.

Mitigation Monitoring and Reporting Program

Dudek will prepare a draft Mitigation Monitoring and Reporting Program (MMRP) for Town review concurrent with review of the second ADEIR. The MMRP will be prepared pursuant to Section 21081.6 of the Public Resources Code. For each mitigation measure contained in the EIR, the MMRP will identify: the party(ies) responsible for implementation (individuals, departments); timeframe and mechanism for monitoring; funding source(s); and monitoring and performance criteria (to measure success of mitigation).

To the extent feasible, Dudek will tie mitigation measures directly to required entitlements (e.g., grading and building permits).

Deliverables:	8 copies of the Second ADEIR and cover memo, electronic submittal of the Second ADEIR
Meetings:	Comment review meeting, if necessary (budgeted under Task 2)
Town Input:	Review second ADEIR
Applicant Input:	Review second ADEIR, respond to information requests

Task 8: Prepare Screencheck Draft EIR and Public Draft EIR

Screencheck Draft EIR

Comments from the Town on the second ADEIR will be incorporated into the Screencheck Draft EIR. Dudek will submit the Screencheck Draft EIR, including Technical Appendices, to the Town for final review.

Draft EIR

Upon Town approval of the Screencheck Draft EIR, Dudek will prepare the Draft EIR for public review. Dudek will prepare hard copies and electronic copies (on CD-ROM) based on the Town's direction. The electronic copy of the document will be prepared for posting on the Town's website in accordance with the Town's requirements. It is assumed that the Town will be responsible for distribution of the Draft EIR to the State Clearinghouse and to other public agencies and interested parties.

Public Hearing

Dudek's Project Manager will attend one public hearing at the Planning Commission to respond to questions on the Draft EIR. While the Project Manager will take detailed notes on all comments received, Dudek assumes the Town will provide minutes or a transcription of the meeting as well. All verbal comments will be responded to in the Final EIR.

Deliverables:	4 copies of the Screencheck Draft EIR, 20 hard copies of the Draft EIR, 30 CD copies of the Draft EIR, and 15 hard copies of the Executive Summary
Meetings:	Public Hearing (budgeted under Task 2)
Town Input:	Distribute Draft EIR
Applicant Input:	As directed by Town

Task 9: Prepare Administrative Final EIR

Dudek will prepare responses to all comments received from agencies and members of the public on the Draft EIR, including verbal comments recorded at the public hearing. This work program assumes that comments will not result in any substantive revisions to technical studies completed under this scope of work or lead to the need for new studies.

The introduction to the Final EIR will document the Town's CEQA process specific to this project. It will also provide an index of all changes made to the Draft EIR in response to comments received. The comments and responses will comprise the second section of the Final EIR, where each comment letter will be reproduced and specific responses to each comment will be provided. The third section of the Administrative Final EIR (AFEIR) will present those pages of the Draft EIR on which changes were made in response to comments.

Based on the size and location of the project and environmental resources in the area, it is anticipated that responding to comments will require a moderate level of effort. The amount and complexity of comments that may be received on the Draft EIR could be substantial. For budgeting purposes, the cost estimate associated with this task assumes that up to 60 individual comments of varying detail will be received, and that each comment will require an average of one hour of Dudek staff time to complete a draft response. The actual scope and budget for the Final EIR will depend on the comments received. Depending on the scope and content of the comments on the Draft EIR, Dudek may suggest a meeting with Town staff to review the anticipated responses (budgeted under Task 2).

Deliverables:	8 copies of the Administrative Final EIR, electronic submittal on CD-ROM
Meetings:	If necessary, meeting to review comments on Draft EIR and receive Town direction (budgeted under Task 12)
Town Input:	Review Administrative Final EIR
Applicant Input:	Review Administrative Final EIR

Task 10: Prepare Screencheck Final EIR and Final EIR

Screencheck Final EIR

After the Town's review of the AFEIR, Dudek will revise the document and provide the Screencheck Final EIR to the Town for review. This submittal will include a cover memo summarizing where each Town comment has been addressed in the EIR and will indicate changes with strikeouts and underlines in the text.

Final EIR

Following Town review and approval of the Screencheck Administrative Final EIR, Dudek will produce a Final EIR for consideration by the Planning Commission. The Cost Estimate associated with this task assumes that the Final EIR will include the entire Draft EIR, with all changes tracked in underlined and strikethrough fonts.

Findings of Fact

Dudek will also prepare draft CEQA Findings for each significant effect identified in the Final EIR. If there are significant impacts that cannot be mitigated, Dudek will prepare a draft Statement of Overriding Considerations. Draft CEQA Findings will be submitted with the Screencheck Final EIR. Dudek has not retained legal counsel for this EIR and assumes that the

Findings and Statement of Overriding Considerations will be reviewed and approved by Town Counsel prior to their consideration for adoption by the Planning Commission and/or Town Council.

Public Hearing

Dudek's Project Manager will attend one public hearing at the Planning Commission and one public hearing at the Town Council to review the Final EIR. She will be available to answer questions regarding the EIR analysis and CEQA process. Costs for all meetings and the public hearing are reflected in the budget for Task 2.

Deliverables:	4 copies of the Screencheck Final EIR, 20 copies of the Final EIR, electronic submittal on CD-ROM
Meetings:	Public hearings (budgeted under Task 2)
Town Input:	Review Screencheck Final EIR; distribute Final EIR, coordinate and public notice hearings
Applicant Input:	As directed by Town

EXHIBIT "B"

SCHEDULE

Village at Loomis Estimated CEQA Schedule

Task/Subtask	Elapsed Weeks for Task	Total Elapsed Weeks
Project Initiation and Document Review	1 week	1 week
NOP drafted	1 week	2 weeks
Town review of NOP	1 week	3 weeks
Edits/publication of NOP	1.5 weeks	4.5 weeks
NOP circulation and Scoping Meeting	4.5 weeks	9 weeks
ADEIR submitted	4 weeks from close of NOP circulation	13 weeks
Town review of ADEIR	3 weeks	16 weeks
2 nd ADEIR prepared	2.5 weeks	18.5 weeks
Town review	2 weeks	20.5 weeks
Screencheck DEIR prepared	1.5 weeks	22 weeks
Town review	1 week	23 weeks
Final edits/publication	1.5 weeks	24.5 weeks
Draft EIR circulation	6.5 weeks	31 weeks
AFEIR	3 weeks	34 weeks
Town review	2 weeks	36 weeks
Final edits/publication	2 weeks	37 weeks

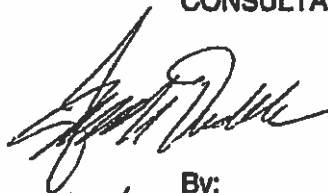
EXHIBIT "C"

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS



**Dudek
Frank Dudek
President**

By:

8/28/14

[Title]